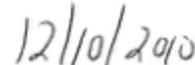
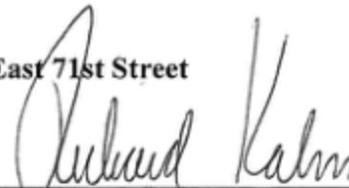


ACCEPTANCE

The enclosed SourceOne Terms and Conditions are an integral part of this Proposal. A Contract between SourceOne, Inc. (DE) and 9 East 71st Street shall be effective as of the date the proposal is executed and delivered, issuance of a purchase order or other notice to proceed with reference to the Proposal, or permit for SourceOne to commence performance of any services in accordance with the Proposal, whichever first occurs. The enclosed SourceOne Terms and Conditions shall apply to the performance of services by SourceOne notwithstanding any preprinted terms or conditions contained in a purchase order that may be issued by 9 East 71st Street and shall control in the event of any conflict with any other portion of the Contract.

SourceOne, Inc. (DE)**9 East 71st Street**_____
Signature_____
Signature_____
Name_____
Name_____
Title_____
Title_____
Date_____
Date

SOURCEONE TERMS AND CONDITIONS

The following Terms and Conditions ("Terms and Conditions") are an integral part of the accompanying proposal ("Proposal") to perform the services described therein ("Services") as submitted by SourceOne to the customer named in the Proposal ("Customer"). A contract between SourceOne and Customer for the performance of the Services ("Agreement") shall be effective as of the earliest date that Customer executes and delivers the Proposal, issues a purchase order or other notice to proceed to SourceOne with reference to the Proposal, or permits SourceOne to commence performance of any Services in accordance with the Proposal; provided, however, that these Terms and Conditions shall apply to the performance of Services by SourceOne notwithstanding any preprinted terms or conditions contained in Customer's purchase order. In the event of any conflict between these Terms and Conditions and any other portion of the Agreement, these Terms and Conditions shall control.

Payment. Payment for Services shall be for the amount set forth on the invoice as provided by SourceOne, and due no later than thirty (30) days from receipt of invoice unless otherwise specified. Customer shall reimburse SourceOne for all expenses incurred in connection with the provision of the Services pursuant to this Agreement if mutually agreed to in writing. SourceOne shall itemize and submit such expenses to Customer from time to time, and Customer shall reimburse SourceOne within seven (7) days of such submission. In the event Customer fails to timely or completely pay any amount under this Agreement: (i) such failure shall be a material breach; (ii) interest at the rate of one percent (1.0%) per month shall accrue on all past due amounts until such amounts, including accrued interest, are paid in full; (iii) SourceOne shall have the right to immediately cease providing Customer with the Services; and, (iv) SourceOne shall have the right to pursue all other legal and equitable remedies available to it. All fees set forth in this Agreement are exclusive of all sales, use, value-added, excise, property, withholding, and other taxes and duties. Customer shall pay or promptly reimburse SourceOne for all taxes and duties assessed by any authority in connection with this Agreement.

LIMITED WARRANTY AND DISCLAIMER. Notwithstanding any other provision of the Agreement, until the first anniversary of the Completion Date (as hereinafter defined), SourceOne warrants that the Services shall have been performed in a professional manner consistent with the level of care and skill ordinarily exercised by other providers of such services performing under similar circumstances. Customer's sole remedy for any breach of such warranty shall be a refund of the portion of the fees paid to SourceOne for the deficient Services. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, SOURCEONE HAS NOT AND SHALL NOT BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Indemnification. Each party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other party

("Indemnified Party") against and from any and all actions, causes of action, claims, demands, costs, liabilities, expenses (including reasonable attorneys' fees and court costs) and damages arising out of any and all third party claims to the extent caused by the Indemnifying Party's negligent or willful acts or omissions or any material breach by the Indemnifying Party of this Agreement. In connection with any claim or action described in this paragraph, the Indemnified Party (i) will give the Indemnifying Party prompt written notice of the claim, (ii) will cooperate with the Indemnifying Party (at the Indemnifying Party's expense) in connection with the defense and settlement of the claim, (iii) will permit the Indemnifying Party to control the defense and settlement of the claim, provided that the Indemnifying Party may not settle the claim without the Indemnified Party's prior written consent (which will not be unreasonably withheld) unless the claim involves only the payment of money damages, and (iv) the Indemnified Party (at its cost) may participate in the defense and settlement of the claim.

Insurance. Until the first anniversary of the Completion Date (as hereinafter defined), SourceOne shall maintain insurance against liabilities caused by the Services as follows: Statutory limits required by applicable Workers' Compensation law; Commercial General Liability -- \$1,000,000 combined single limits per occurrence of bodily injury and property damage and \$2,000,000 annual aggregate; Comprehensive Auto Liability -- \$1,000,000 per accident for Bodily Injury and Property Damage Liability (Combined Single Limit); and Professional Liability (Errors & Omissions) -- \$1,000,000 each claim and per project aggregate. SourceOne shall cause Customer to be named as additional insured under the Commercial General Liability and Comprehensive Auto Liability policies required by this paragraph in respect of liability caused by the Services.

LIMITATION OF LIABILITY. IN NO EVENT SHALL SOURCEONE BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM FIRST ASSERTED AFTER THE FIRST ANNIVERSARY OF THE COMPLETION DATE (AS HEREINAFTER DEFINED). IN ANY EVENT, THE AGGREGATE LIABILITY OF SOURCEONE FOR ANY LOSS OR DAMAGES OF ANY TYPE DIRECTLY OR INDIRECTLY SUFFERED BY CUSTOMER ARISING FROM THE SERVICES PERFORMED BY SOURCEONE OR ANY FAILURE, ACT, OMISSION OR BREACH OF THE AGREEMENT BY SOURCEONE SHALL NOT EXCEED THE AGGREGATE FEES PAID BY CUSTOMER TO SOURCEONE PURSUANT TO THE AGREEMENT.

Site Conditions. Customer shall provide a safe working environment for SourceOne personnel performing Services at the site(s) referenced in the Proposal, including providing reasonable notice of and training with respect to site-specific environmental, health and safety policies and procedures. Customer shall fully disclose to SourceOne information pertaining to any existing conditions at such site(s) or that may affect SourceOne's ability to perform the Services and

SOURCEONE TERMS AND CONDITIONS

shall be responsible for any additional costs attendant to such conditions.

Use of Drawings, Specifications and Reports. Drawings, specifications and reports prepared by SourceOne are instruments of professional services to be used only in connection with the Services and are not suitable for any other purpose. Customer shall indemnify, defend and hold harmless SourceOne against and from any and all actions, causes of action, claims, demands, costs, liabilities, expenses (including reasonable attorneys' fees and court costs) and damages arising out of any reuse of drawings, specifications or reports without SourceOne's prior written authorization.

 **Publicity.** ~~Customer acknowledges and agrees that SourceOne shall have the right to use Customer's corporate name and logo in SourceOne's client roster, marketing materials and press releases unless otherwise directed by Customer not to do so.~~

Independent Contractor. Customer acknowledges that SourceOne is acting solely as an independent contractor and shall not have any authority to bind Customer as agent or in any other capacity.

Force Majeure. SourceOne shall be excused from delays in performing or from any failure to perform hereunder to the extent that such delay or failure results from any one or more of the following: acts of God, abnormal weather conditions or natural catastrophes; strikes, lock-outs or other industrial disturbances; acts of public enemies; war, whether or not declared; sabotage; terrorist acts; riots; civil disturbances; explosions; acts or omissions of governmental authorities; unavailability of or curtailment of fuel supplies; any interruption of electric or other utility service, or any change, interference, disruption or other defect in the supply or character of the electric energy or other utility service utilized by Customer; equipment failure arising from a manufacturing or design defect or the failure of the manufacturer or others to timely implement necessary repairs or replacements; or any other cause or event not reasonably within the control of SourceOne.

Termination. Either party may terminate the Agreement prior to completion of the Services ("Completion Date") in the event of a material breach of its terms by the other party, if such party fails to cure such breach within seven days after notice from the other party of such breach.

Assignment. Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other, except to a third party pursuant to a merger, sale of all or substantially all assets, or other corporate reorganization.

Notice. All notices and other communications given or made pursuant to the Agreement shall be deemed to have been duly given or made (a) upon delivery, if sent by hand or by prepaid overnight courier service, with a record of receipt, or (b) the second business day after the date of mailing, if delivered by registered or certified mail, postage prepaid, in

each case to the parties at the respective addresses set forth for them in the Proposal. Either party may change the address to which notice to it shall be addressed by giving notice thereof to the other party in conformity with the foregoing.

Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Delaware, without giving effect to any conflict or choice of law provision that would result in the imposition of the laws of another jurisdiction.

Disputes. In the event of a dispute between the parties arising out of this Agreement, the parties agree to attempt in good faith to resolve such dispute through discussions between their respective senior executives for a period not exceeding fifteen days and thereafter to submit to non-binding mediation. If such dispute cannot then be resolved through mediation, either party may file a lawsuit. The parties consent to the exclusive jurisdiction of the federal and state courts of the State of Delaware in any action related to or arising out of the Agreement. Each of the parties hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in any jurisdiction specified in this paragraph, it being the intention of the parties to preclude the possibility of litigation between them with respect to this Agreement in any jurisdiction other than as specified in this paragraph. Each of the parties hereby agrees to waive all its rights to a jury trial of any claim or cause of action related to or arising out of this Agreement. The prevailing party in any such action shall be entitled to recover its reasonable attorney's fees and other costs incurred in such action, in addition to any other relief to which such party may be entitled.

Miscellaneous. If any provision of this Agreement should be held invalid or unenforceable, the remainder of the Agreement shall be enforced to the fullest extent permitted by law. The Terms and Conditions shall survive the termination of the Agreement in accordance with their terms. This Agreement represents the entire agreement between SourceOne and Customer with respect to the subject matter hereof, and supersedes any and all prior negotiations, proposals, purchase orders, representations or agreements between them, whether written or oral. Paragraph headings in the Agreement are for convenience of reference only and shall not be utilized in interpreting the Agreement. This Agreement may be executed by the parties hereto in counterparts (including by facsimile transmission), each of which shall be deemed an original but all of which together shall be deemed one and the same instrument. This Agreement may not be modified or amended except by a writing signed by an officer of SourceOne and an officer of Customer.

December 10, 2010

Attention: ConEdison - Customer Service Department

Subject: 9 East 71st Street, NY NY 10021

Dear Customer Service Department:

NES LLC authorizes SOURCEONE to conduct business on their behalf, including, but not limited to, work related to our accounts at ADDRESS including electrical, Steam and gas consumption and interconnections.

If you have any questions, feel free to contact Richard Kahn at [REDACTED] or [REDACTED]. If you need to speak to a SOURCEONE representative, please contact Michael Byrnes at [REDACTED] or e-mail him at [REDACTED]

Sincerely,

Richard Kahn

Cc: SOURCEONE, Michael Byrnes



STATEMENT FOR ACCOUNT

7432000000, 09/01/2008 - 11/01/2010

Bill To Date	Meter Number	End Reading	Adjustments	Usage (Mlbs)	Consumption (Mlbs)	On Pk Dmd	All Time Pk Dmd	Bill Amount	Payments
10/27/2008	14686	52350	0.00	123.50	269.50			\$8,682.83	\$7,323.10
	11521	28974	0.00	146.00					
11/25/2008	14686	55504	0.00	137.53	302.56			\$10,277.13	\$8,682.83
	11521	30774	0.00	165.03					
12/30/2008	14686	58834	0.00	145.13	319.33			\$11,447.82	\$10,277.13
	11521	32675	0.00	174.20					
01/29/2009	14686	62100	0.00	142.15	311.81			\$12,112.07	\$11,447.82
	11521	34529	0.00	169.66					
02/26/2009	11521	36117	0.00	145.67	263.56			\$9,997.06	\$12,112.07
	14686	64802	0.00	117.89					
03/30/2009	11521	37812	0.00	155.96	290.40			\$9,938.08	\$9,997.06
	14686	67874	0.00	134.44					
04/29/2009	14686	70526	0.00	116.84	258.30			\$9,293.57	\$9,938.08
	11521	39339	0.00	141.45					
05/28/2009	14686	73104	0.00	112.79	247.64			\$8,428.57	\$9,293.57
	11521	40805	0.00	134.85					
06/29/2009	14686	75850	0.00	120.20	262.77			\$7,709.52	\$8,428.57
	11521	42354	0.00	142.57					
07/30/2009	14686	78303	0.00	107.02	231.60			\$6,765.16	\$7,709.52
	11521	43712	0.00	124.57					
08/28/2009	14686	80612	0.00	101.26	216.80			\$6,025.48	\$6,765.16
	11521	44965	0.00	115.54					
09/29/2009	14686	82924	0.00	100.98	216.96			\$6,351.95	\$6,025.48
	11521	46228	0.00	115.98					
10/28/2009	14686	85735	0.00	123.31	270.88			\$7,304.81	\$6,351.95
	11521	47828	0.00	147.57					
11/25/2009	11521	48054	0.00	20.95	258.53			\$-1,752.23	\$10,084.29
	14686	91123	0.00	237.58					
12/30/2009	11521	48337	0.00	26.25	323.42			\$164.99	\$0.00

Bill To Date	Meter Number	End Reading	Adjustments	Usage (Mlbs)	Consumption (Mlbs)	On Pk Dmd	All Time Pk Dmd	Bill Amount	Payments
12/30/2009	14686	97859	0.00	297.17	323.42			\$164.99	\$0.00
01/28/2010	14686	3632	0.00	251.60	273.78			\$10,345.10	\$0.00
	11521	48579	0.00	22.18					
02/25/2010	11521	48579	0.00	0.00	262.79			\$9,962.25	\$8,757.86
	14686	9665	0.00	262.79					
03/30/2010	11521	48579	0.00	0.00	214.19			\$8,736.05	\$9,962.25
	14686	14562	0.00	214.19					
04/29/2010	14686	18230	0.00	160.82	220.65			\$8,508.15	\$8,736.05
	11521	49228	0.00	59.83					
05/27/2010	11521	49264	0.00	3.33	204.06			\$6,633.56	\$8,508.15
	14686	22797	0.00	200.73					
06/29/2010	11521	49277	0.00	1.20	197.96			\$6,709.73	\$6,633.56
	14686	27292	0.00	196.76					
07/29/2010	14686	31221	0.00	172.17	172.17			\$6,354.52	\$6,709.73
	11521	49277	0.00	0.00					
08/27/2010	14686	35157	0.00	172.00	172.00			\$6,401.62	\$6,354.52
	11521	49277	0.00	0.00					
09/26/2010	11521	49281	0.00	0.37	183.43			\$6,712.59	\$6,401.62
	14686	39339	0.00	183.06					
10/27/2010	11521	49294	0.00	1.19	205.05			\$7,009.44	\$6,712.59
	14686	44004	0.00	203.86					